



8904

RECORDATION NO. Filed & Recorded

JUL 26 1977-9 15 AM

INTERSTATE COMMERCE COMMISSION

July 18, 1977

Hon. H. G. Homme
Acting Secretary,
Interstate Commerce Commission
Washington, D. C. 20423

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INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original and seven counterparts each of a Lease Agreement dated as of June 17, 1977, between SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111, Lessor, and New Orleans Public Belt Railroad, 1247 International Trade Mart Building Two, Canal Street, New Orleans, Louisiana, 70151, Lessee, and of Rider No. 1 thereto covering the following railroad equipment:

400 70-ton, 50'6" Boxcars (AAR Mechanical Designation XM), bearing identifying numbers NOPB 3000 to 3399, both inclusive.

Identifying marks on the foregoing equipment: "Owned by a Bank or Trust Company under a Security Agreement filed under the Interstate Commerce Act, Section 20c."

Also enclosed is this Company's check in the sum of \$50.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan and Worcester, who will be delivering this letter on our behalf.

Very truly yours,


Martin B. Goodman
Secretary

MDG:md
Enc.

TWO EMBARCADERO CENTER

SAN FRANCISCO, CALIFORNIA 94111

(415) 983-0123

TELEX 34-234 CABLE SSI
SUBSIDIARY OF THE ITEL CORPORATION

Rider No. 1 to the Lease Agreement made as of June 17, 1977 between SSI Rail Corp. and New Orleans Public Belt Railroad.

Section 6E is hereby amended by deleting such section in its entirety and substituting, in lieu thereof, the following:

6E. Subsequent to the initial loading, if any Car returns empty to the Lessee's railroad track and remains on Lessee's railroad tracks for more than seven consecutive days, SSI may, at its option and upon not less than 24 hours prior written notice, terminate this Agreement as to such Car and withdraw such Car from Lessee's railroad tracks. If any such Car which has returned empty to the Lessee's railroad tracks remains on the Lessee's railroad tracks for more than seven consecutive days, because Lessee has not given preference to the Cars as specified in Section 3B, Lessee shall be liable for and remit to SSI an amount equal to the car hire revenues Lessee would have earned if such Cars were in the physical possession and use of another railroad for the entire period.

If any such Car which has returned loaded to the Lessee's railroad tracks remains on Lessee's railroad tracks for more than seven consecutive days, Lessee shall be liable for and remit to SSI an amount equal to the lesser of (i) the car hire revenues Lessee would have earned if such car were in the physical possession and use of another railroad for the entire period, or (ii) the demurrage paid to Lessee by any source for use of the Cars for the entire period, provided, however, that such amount shall not exceed the amount Lessee receives for the Car while loaded on its railroad track.

SSI Rail Corp.

By: 

Title: President

Date: June 30, 1977

New Orleans Public Belt Railroad

By: 

Title: General Manager

Date: July 11, 1977

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